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The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Imagery or any other product or service delivered by Valtus. The Authorized End User acknowledges and agrees that Valtus has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the

parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

This agreement will terminate automatically without notice, and all access to the Services and the Imagery will be terminated, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Imagery to Valtus or destroy it and certify this destruction in writing to Valtus.

The Authorized End User agrees to defend, indemnify, and hold Valtus, its affiliates, directors, employees, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable legal fees, arising from the breach of this Agreement by the Authorized End User or any claims made against Valtus for liabilities that are expressly disclaimed or excluded by Valtus.

This Agreement is the complete and exclusive statement of the understanding between the Authorized End User and Valtus with respect to the Imagery and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Valtus, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

It is THE CUSTOMER'S RESPONSIBILITY to ensure that its use of the Imagery and Services complies with these terms and to seek prior written permission from Valtus for any uses not expressly permitted or not specified in this Agreement.

IN WITNESS WHEREOF, the Authorized End User, intending this Agreement to be effective as of the earlier of (i) the date set forth below and (ii) the date the Authorized End User commenced use of the Services or the Imagery, has caused this Agreement to be executed by its duly authorized representative.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

The Addendum

Outlined within this Addendum are the Special Terms and Conditions which are granted to County Government with regards to the End User License Agreement.

Special Terms and Conditions

Streaming Service Subscription Licensing

- 1) The following entities shall be allowed unlimited access licenses;
 - a. All County Government Agencies
 - b. All Public Safety Answering Points (PSAP)
 - c. Any commercial firm, holding an active contract to conduct work on behalf of one of the entities listed above
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publically available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability.
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the ortho-imagery.
- 4) At the end of the subscription period, the web services will no longer be provided and therefore access to the data will cease. However, any products that have been created from the use of the data will enter into a perpetual license and all terms and conditions of the End User License Agreement, including those listed as Special Terms and Conditions shall remain in force.

Hard Copy Delivery Licensing

- 1) The following entities shall be granted a license to receive a copy of, or access to the data;
 - a. All County Government Agencies
 - b. All Municipal (City) Government Agencies
 - b. All Public Safety Answering Points (PSAP)
 - c. Any commercial firm or organization, holding an active contract to conduct work on behalf a County Agency
- 2) Authorized users shall be allowed to develop and publish, publically available web applications which utilize ortho-imagery or web map service(s), in a view-only mode with no download capability.
- 3) Authorized users shall be allowed to print and distribute hardcopy format maps that display the ortho-imagery.
- 4) This license allows for perpetual use of the data for all approved users. All terms and conditions of the End User License Agreement, including those listed as Special Terms and Conditions shall remain in force.